

TheBANK
of EdwardsvilleSM

Member FDIC

Collinsville Center • 101 South Morrison • Collinsville, IL 62234
618/344-6100 • Fax 618/344-7847

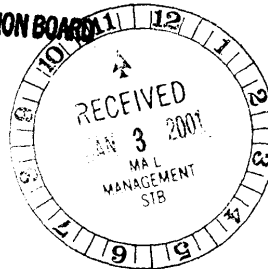
RECORDATION (61) 23320-A
FILED

MAN 09-01

12-00 PM

December 26, 2000

MR VERNON WILLIAMS, SECRETARY
SURFACE TRANSPORTATION BOARD
1925 K STREET NW
WASHINGTON, D.C. 20423



DEAR SECRETARY,

I HAVE ENCLOSED AN ORIGINAL AND ONE COUNTERPART OF THE DOCUMENTS DESCRIBED BELOW, TO BE RECORDED PURSUANT TO SECTION 11303 OF TITLE 49 OF THE U.S.CODE.

THIS DOCUMENT IS AN ASSIGNMENT OF LEASE, A SECONDARY DOCUMENT, DATED NOVEMBER 29TH, 2000. WE REQUEST THAT THIS ASSIGNMENT BE CROSS INDEXED.

THE NAMES AND ADDRESSES OF THE PARTIES TO THE DOCUMENTS ARE AS FOLLOWS:

MIDWEST RAILCAR CORPORATION (ASSIGNOR), 3 PROFESSIONAL PARK DRIVE, SUITE B, MARYVILLE, IL. 62062 AND THE BANK OF EDWARDSVILLE (THE BANK), 330 WEST VANDALIA, EDWARDSVILLE, IL. 62025.

A DESCRIPTION OF THE EQUIPMENT COVERED BY THE DOCUMENT FOLLOWS

TWENTY-FIVE (25) 60 FOOT, 100- TON BOXCARS BEARING THE FOLLOWING NEW NUMBERS:DME 005600-DME 005624.

A FEE OF \$26 IS ENCLOSED. PLEASE RETURN THE ORIGINAL AND ANY EXTRA COPIES NOT NEEDED BY THE BOARD FOR RECORDATION TO THE BANK OF EDWARDSVILLE, ATTN: DAVID GANSNER, VICE PRESIDENT, 101 SOUTH MORRISON ST., COLLINSVILLE, IL. 62234

A SHORT SUMMARY OF THE DOCUMENT TO APPEAR IN THE INDEX FOLLOWS

A "ASSIGNMENT OF LEASE" BETWEEN MIDWEST RAILCAR CORPORATION, 3 PROFESSIONAL PARK DRIVE, MARYVILLE, IL., 62062, THE ASSIGNOR AND THE BANK OF EDWARDSVILLE, 330 WEST VANDALIA, EDWARDSVILLE, IL. 62025, THE ASSIGNEE, COVERING TWENTY-FIVE (25) 60 FOOT, 100-TON BOXCARS BEARING THE FOLLOWING NEW NUMBERS: DME 005600-DME 005624. THIS DOCUMENT IS

CONNECTED TO "FINANCING STATEMENT AND NOTICE OF SECURITY INTEREST
DATED NOVEMBER 29TH, 2000, NOT YET RECORDED.

IF YOU SHOULD HAVE ANY QUESTIONS CONCERNING THIS LETTER PLEASE CALL
ME AT 618-344-6100.

SINCERELY

A handwritten signature in cursive script, appearing to read "David Gansner".

DAVID GANSNER
VICE PRESIDENT

RECORDATION NO. 23320-A FILED

ASSIGNMENT OF LEASE

12-00 PM

FOR VALUE RECEIVED, the undersigned, MIDWEST ~~RAILROAD CORPORATION~~ ^{SURFACE TRANSPORTATION BOARD},
3 Professional Park Drive, Suite B, Maryville, IL, 62062, (the Assignor), hereby assigns, sets
over, and transfers to THE BANK OF EDWARDSVILLE, 330 West Vandalia, Edwardsville,
Illinois 62025, an Illinois Banking Corporation (The Bank), its successors and assigns, all of its
rights, title, and interest in and to all rentals, charges, claims of rentals, and other monies due or
to become due to the undersigned under or arising out of an original Lease Agreement, dated
November 14, 2000, wherein the Assignor is the Lessor and Dakota, Minnesota & Eastern
Railroad Corporation, P. O. Box 178, 337 22nd Avenue South, Brookings, S. Dakota 57006,
is the Lessee, said Lease dated November 14, 2000, and all amendments to and renewals thereof,
together with all other rights, powers, guaranties, and remedies of the Assignor under the Lease,
and together with all the right, title, and interest of the undersigned in and to the Commercial
Security Agreement and property therein described on Exhibit A as security for the payment of
said rentals and other monies, hereby granting full power to The Bank, either in its own name or
in the name of the Assignor, to take all legal or other proceedings which the undersigned could
have taken but for this assignment, in which case the undersigned shall have no further interest in
the Lease, but shall remain liable to observe and perform all the covenants and obligations under
the Lease and will be liable for all expenses, including, without limitation, reasonable attorney's
fees, incurred by reason of The Bank's exercising its rights as Assignee hereunder. Under no
circumstances shall The Bank be required or obligated in any manner to perform any of the
obligations of the undersigned pursuant to the Lease by reason of this assignment. The Bank is
irrevocably authorized, but not obligated, at any time to exercise all rights and remedies and
collect, compromise, and release all rentals and other monies payable under the Lease and to

ASSIGNMENT OF LEASE - PAGE 2

deal with the Lease in such manner and at such time as The Bank may, in its own discretion, deem advisable.

The Lease shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver or otherwise, without the prior written consent of The Bank.

The Bank's waiver of any right or power accruing to it hereunder shall not constitute a waiver of any other right or power, and no forbearance, failure to exercise a power, or course of dealing shall be construed as a waiver of any such right or power unless given in writing.

After performance by the Lessee of the Lease of all its obligations in accordance with the terms thereunder, including payment in full of the rentals payable thereunder, The Bank shall have no further right to, or interest in, the property described in the Lease or the salvage value thereunder, if any, except the right to have recourse thereto or to the value of any proceeds thereof, to the extent of the interest of the undersigned or the Lessee therein, for application towards payment of unpaid obligations of the undersigned or the Lessee, as the case may be, to The Bank, if any, and except as follows:

- (1) If, at any time, the Lessee exercises any option it may have to purchase the leased equipment, The Bank shall have a first and prior claim upon and against all monies paid by the Lessee as a result of the exercise of such option at the time such payment is made.
- (2) If, at any time, the leased equipment is returned because of the failure of the Lessee to exercise its option to purchase, or for any other reason, then upon the subsequent sale of said equipment, The Bank shall have a first and prior claim upon and against all monies paid by any purchaser of the equipment at the time such monies are paid.

Notwithstanding any other provision herein, The Bank acknowledges that the assignment

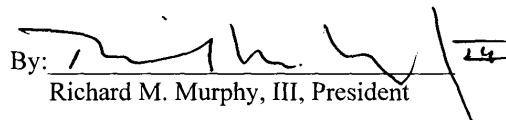
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of lease is for collateral security purposes only. As such, assignor shall continue to exercise all rights and shall be entitled to receive all payments under the lease unless and until an event of default shall have occurred under the Commercial Security Agreement dated November 29, 2000, between the assignor and The Bank.

This Assignment is made in accordance with and pursuant to a certain Note and Commercial Security Agreement dated November 29, 2000, between The Bank and the undersigned Assignor.

In Witness Whereof, the undersigned has made and delivered this Assignment this 29 day of November 2000.

MIDWEST RAILCAR CORPORATION,
The Assignor

By:  Richard M. Murphy, III, President

THE BANK OF EDWARDSVILLE
The Bank

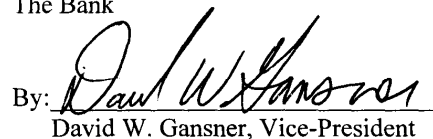
By:  David W. Gansner, Vice-President

EXHIBIT "A"

Borrower: **MIDWEST RAILCAR CORPORATION**
3 PROFESSIONAL PARK DRIVE, SUITE B
MARYVILLE IL 62062

Lender: **THE BANK OF EDWARDSVILLE**
THE COLLINSVILLE CENTER
101 SOUTH MORRISON
COLLINSVILLE IL 62234

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This EXHIBIT "A" is attached to and by this reference is made a part of each Promissory Note or Credit Agreement, Security Agreement and Boarding Data, dated November 29, 2000, and executed in connection with a loan or other financial accommodations between The BANK OF EDWARDSVILLE and MIDWEST RAILCAR CORPORATION.

Twenty-Five (25) 60-foot 100-ton Boxcars with the following numbers:

<u>ORIGINAL CAR #</u>	<u>NEW #</u>
WP 066337	DME 005600
UP 463127	DME 005601
SP 691781	DME 005602
WP 066301	DME 005603
MP 795005	DME 005604
MP 795012	DME 005605
MP 795017	DME 005606
UP 463123	DME 005607
UP 463064	DME 005608
UP 463058	DME 005609
UP 463105	DME 005610
UP 463111	DME 005611
MP 793015	DME 005612
UP 463051	DME 005613
UP 463030	DME 005614
UP 463231	DME 005615
UP 463024	DME 005616
UP 463025	DME 005617
WP 066322	DME 005618
UP 463211	DME 005619
UP 463082	DME 005620
UP 463243	DME 005621
UP 463260	DME 005622
WP 066315	DME 005623
WP 066318	DME 005624

THIS EXHIBIT "A" IS EXECUTED ON NOVEMBER 29, 2000.

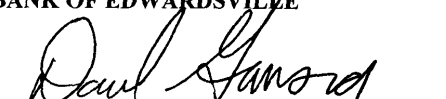
BORROWER: MIDWEST RAILCAR CORPORATION

By:


RICHARD M. MURPHY, III, PRESIDENT

LENDER: THE BANK OF EDWARDSVILLE

By:

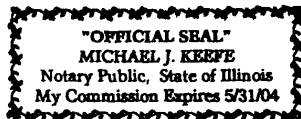

DAVID GANSNER, VICE-PRESIDENT

STATE OF Illinois }
COUNTY OF Madison }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that David W. Gansner, representing himself to be the duly-elected
Vice-President of The Bank of Edwardsville and personally known to me to be the same person
whose name appears on the forgoing instrument, appeared before me this date in person and
acknowledged that they signed, sealed, and delivered and said instrument as his free and
voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of November, 2000.

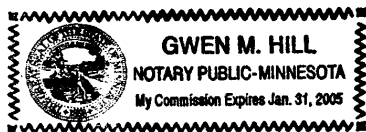
Michael J. Keefe
Notary Public



STATE OF Minnesota }
COUNTY OF Sherburne }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that RICHARD M. MURPHY, III, representing himself to be the duly-
elected and acting President respectively of MIDWEST RAILCAR CORPORATION, and
personally known to me to be the same person whose name appears on the forgoing instrument,
appeared before me this date in person and acknowledged that he signed, sealed, and delivered
and said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of November, 2000.



Gwen M. Hill
Notary Public